I was aware that so far as the second accused is concerned the elements of corroboration were not as strong as the corroboration, such as it was, in respect of his evidence relating to the first accused. Notwithstanding that, I was of the opinion that they both had a case to answer. I considered that the first accused could not possibly have carried out this project entirely on his own without the expertise of someone like the second accused, and there was some evidence to show that the second accused was in fact on visiting terms with the first accused at his press from time to time; at times he had no official purpose to be there in relation to either maintenance or repairs to this particular machine between November and January 1969. Although a suggestion was made that he was there on social visits, this did not, as it turned out later, mean that he could not be called upon to assist in dealing with the printing machines."

Yet, later on in the judgment the trial judge said:—

"It is true that the evidence about the incriminating exhibits has nothing to do with the 2nd accused, taking the case against him separately. The case against him stands or falls on the reliance I can place on Sim after having warned myself throughout the case that he was an accomplice whose uncorroborated evidence I should not act upon unless I was thoroughly convinced that he had told the truth about the implication of the 2nd accused in this plot engendered in early 1968 to print the currency notes for the purpose of their being accepted by Sim in settlement of his loan to the 1st accused in order that he could utter them as and when he liked to recoup his losses arising from the unfulfilled loans."

It is clear that the only evidence against the second appellant was that of Sim Kheng Chiang, an accomplice. So far as the second appellant is concerned the accomplice's evidence is uncorroborated and this the trial judge recognised though he had earlier, at the close of the prosecution case, found that there were "some elements of corroboration". In those circumstances the conviction of the second appellant cannot stand.

The case against the first appellant is, however, different. The finding of the exhibit P. 30 in between the rubber blankets of the rollers of the Heidelberg machine which was in the business premises of the first appellant and the finding of the photo-copying machine and the two film strips, Exhibits P. 24 and P. 25, in the flat of the first appellant is in our view clear corroboration of the accomplice's evidence.

After hearing the evidence of the first appellant and the witnesses called on his behalf the trial judge rejected their evidence and the suggestion that the incriminating evidence was planted by the accomplice or his allies to falsely incriminate the first appellant. In our judgment the trial judge was justified, on all the evidence before him, to find the first appellant guilty and we would dismiss his appeal against his conviction.

As regards the sentence we see no reason to interfere with it. In the result we allow the appeal of the second appellant and set aside his conviction and sentence. The appeal of the first appellant is dismissed and the sentence against him is confirmed.

Appeal of the first appellant dismissed.

Appeal of the second appellant allowed.

Solicitors: *David Marshall.*

WING TAI GARMENT MANUFACTORY (SINGAPORE) LTD. v. THE PORT OF SINGAPORE AUTHORITY

[C.A. (Wee Chong Jin C.J., Chua and Choor Singh JJ.) March 9, 1972]

[Singapore — Civil Appeal No. 26 of 1971]

Port Authority — Goods in custody of Port of Singapore Authority — Storage at "cheap rate" godown at request of owners — Whether there was notional delivery or attornment — Loss — Whether port authority liable — Port of Singapore Authority Ordinance, 1963, s. 88.

This was an appeal by the plaintiffs from the judgment of Tan Ah Tah J. dismissing their claim against the defendants/respondents for damages for conversion of 32 cases of textiles valued at $40,046.63.

The appellants' textiles were shipped in the vessel "Yamaki Maru" and were packed in 50 cases under two bills of lading issued "to order". One bill of lading covered 18 cases and the other covered 32 cases.

All the 50 cases were completely discharged into the respondents' godown on October 19, 1967. Between that date and October 30, 1967, 48 out of the 50 cases were removed by the respondents to another godown.

On October 30, 1967, the appellants wrote to the respondents requesting that they store the 50 cases in "your cheap rate godown". This letter and two delivery orders issued by the Singapore agents of the vessel "Yamaki Maru" were delivered by hand to the respondents' assistant traffic superintendent, storage section. The application was accepted and a "storage order" was issued, evidencing that the 50 cases were, from October 31, 1967, stored at the respondents' godown.

On November 9, 1967, the plaintiffs handed a letter to the respondents' traffic officer as a result of which the plaintiffs obtained delivery of 18 out of the 50 cases stored at the godown. The remaining 32 cases were never delivered to the plaintiffs, it being agreed that they were stolen while they were still in the custody of or under the control of the respondent.

The issue at the trial was whether or not there had been a notional delivery of all the goods to the plaintiffs by the respondents' acceptance of the plaintiffs' application to store the goods in their "cheap rate" godown.

The learned trial judge dismissed the action on the ground that there had been no delivery, notional or otherwise, of the 32 cases. He held that it was a case where delivery was postponed because of the lack of storage space on the plaintiffs' premises and that the 32 cases remained in the custody of the respondents for the purpose of delivery even when they were removed to another godown.

On appeal,

Held, dismissing the appeal: (1) in this case there was evidence to support the learned trial judge's finding. The learned trial judge was entitled on the evidence not to draw the inference that there had been a notional delivery particularly where such an inference would result in the respondents being found to have agreed to store the goods at a rate for less than the rate applicable before its acceptance of the plaintiffs/appellants' application contained in the letter of October 30, 1967;

(2) whether or not there was an attornment is a question of fact. In the present case, it was implicit from the learned trial judge's findings of fact that he was of the opinion that there had been no attornment;

(3) therefore, it followed that when the 32 cases were stolen from the godown where they were eventually stored, these goods were in the custody or control of the respondents for the purpose of delivery and the respondents, by virtue of section 88 of the Port of Singapore Authority Ordinance, 1963, were absolved from liability for the loss caused to the plaintiffs.

Case referred to:-

(1) *K. Chellaram & Sons (F.E.) Ltd.* v. *Nissho Shipping Co. Ltd. and the Port of Singapore Authority* [1967] 2 M.L.J. 181.

COURT OF APPEAL.

M. Karthigesu (*G. Murugaiyan* with him) for the appellants.

P. Selvadurai for the respondents.

Cur. Adv. Vult.

In the court below, the following judgment was delivered on May 26, 1971:

Tan Ah Tah J.: In this case the plaintiffs' claim is, *inter alia*, for a declaration that 32 cases of textiles are the property of the plaintiffs, and for damages for conversion of the said goods. The defendant is the Port of Singapore Authority (hereinafter referred to as "the authority").

Altogether 50 cases of textiles were ordered by the plaintiffs from their suppliers in Japan and all these 50 cases were shipped on board the vessel "Yamaki Maru" which arrived in Singapore on the 17th October 1967. The 50 cases were discharged into the authority's transit godowns 8 and 9.

On the 30th October 1967 the plaintiffs wrote a letter to the Traffic Officer, Port of Singapore Authority, Keppel Road, Singapore requesting the authority to store all the 50 cases in what was referred to as a cheap rate godown, the charges payable by the plaintiffs in respect of goods kept in that godown being lower than those payable in respect of goods kept in the transit godowns. This letter was received by the traffic officer on the 31st October 1967 and at the same time two delivery orders which had been obtained by the plaintiffs from the agents of the vessel were presented to the traffic officer. At this stage, it should be noted that these two delivery orders merely established the title of the plaintiffs to the said goods.

In point of fact, 48 out of the 50 cases had been removed by the employees of the authority to godown K on some date prior to the 30th October 1967 because of congestion in the transit godowns. The two remaining cases were subsequently removed to godown K. The application made by the plaintiffs was granted and the usual documents were prepared. One such document was referred to as a removal/charge slip, another one as a storing order and two others as delivery lists. These were the usual documents which were prepared when goods were transferred from the transit godowns to a cheap rate godown.

On the 9th November 1967 the plaintiffs applied for and obtained delivery of 18 cases, leaving 32 cases in godown K. The reason why these 32 cases were left in the godown was because there was a lack of storage space on the plaintiffs' premises. A few weeks later these 32 cases were stolen from the godown.

On these facts, it is submitted by counsel for the plaintiffs that there was a notional delivery of the 50 cases to the plaintiffs when the said 50 cases were removed to the cheap rate godown, such removal being done at the request of the plaintiffs. It is contended by counsel for the plaintiffs that, because of this notional delivery, the authority is not protected by the provisions of section 88 of the Port of Singapore Authority Ordinance, 1963. Counsel for the plaintiffs further submits that the transaction amounted to an acceptance of the goods for storage under section 96(1) of the said Ordinance.

It is convenient at this stage to set out the relevant portion of section 88 which reads as follows: —

"88.(1) The Authority and any person duly authorised by it shall, in respect of any goods other than transhipment goods deposited with or placed in the custody or control of the Authority for the purpose of shipment or delivery, be deemed to be the agent of the owner of the vessel loading or discharging such goods irrespective of whosoever pays or is liable to pay any rates in respect of such goods.

(2) Neither the Authority nor any person duly authorised by it shall, in acting as an agent under the provisions of subsection (1) of this section, be liable —

(a) either in damages or in any other respect for any loss caused to any person by reason of short delivery of any goods deposited with or placed in the custody or control of the Authority or any failure by the Authority to deliver or account for the same; or

(b) for damage to, or destruction of, such goods in a sum of more than two thousand dollars per package or unit unless the nature and value of the goods contained therein have, prior to delivery to the Authority, been declared in writing to the Authority by the person delivering or causing the same to be delivered, and the Authority shall not in any event be liable therefore where the value of any such goods has been mis-stated or where there prevails any of the circumstances set out in section 91 of this Ordinance."

One of the questions which arises for determination in this case is whether the goods were placed in the custody of the authority for the purpose of delivery. It is to be observed that the 32 cases remained in the custody of the authority from the time they were discharged from the vessel until they were stolen from the godown. It may be added that all the 50 cases were removed from the transit godowns to godown K by the employees of the authority. In my opinion the 32 cases were in the custody of the authority for the purpose of delivery even when they were removed to godown K. It is clear that this is a case where delivery was postponed because of the lack of storage space on the plaintiffs' premises. In my view, there was no delivery, whether notional or otherwise, of the 32 cases by the authority to the plaintiffs. The authority is accordingly entitled to the protection of section 88 of the Ordinance.

As I have stated, the contention of counsel for the plaintiffs is that the goods were accepted by the authority for storage under section 96(1) of the Ordinance.

Section 96(1) of the Ordinance reads as follows: —

"96.(1) Nothing in this Part of this Ordinance shall preclude the Authority from accepting goods for storage as well as liability for any loss, destruction or damage thereto."

Mr. Rasiah, who is the Deputy Traffic Manager (Operations) of the authority has given evidence to the effect that goods have never been accepted by the authority for storage under section 96(1). He has stated that the authority is developing a warehousing complex at Nelson Road and another warehousing com-

plex at the West Coast, Pasir Panjang but that they are not yet ready for use. He has further stated that when these new warehouses are ready the authority will be able to perform the duties of a warehouseman on contractual terms under section 96(1) of the Ordinance. I accept all the statements made by Mr. Rasiah concerning section 96(1) of the Ordinance. In my opinion, the arrangement made between the plaintiffs and the authority for the removal of the goods from the transit godowns to godown K did not constitute an acceptance of the goods for storage under section 96(1) of the Ordinance. Furthermore, there was no evidence whatsoever of any acceptance of liability, whether verbal or in writing, for any loss, destruction or damage to the goods. In my view, the use of the words "as well as" in section 96(1) means that before the authority can be made liable, it must not only accept goods for storage but accept liability for any loss, destruction or damage as well.

I should make it clear that even without Mr. Rasiah's evidence I would have held that the arrangement made between the plaintiffs and the authority in this case amounted to a placing of the goods in the custody of the authority for the purpose of delivery to the plaintiffs. As I have stated, delivery was merely postponed because of the lack of storage space on the plaintiff's premises.

By-laws 32 and 34 made by the body known at the time as the Singapore Harbour Board under the Ports Ordinance (Cap. 208) have been referred to in this case. Counsel for the plaintiffs has submitted that these by-laws are *ultra vires* the Ports Ordinance. The relevant section of the Ports Ordinance is section 65(1)(d) which reads as follows: —

"65(1) The Board may make by-laws for —

(a) ....

(b) ....

(c) ....

(d) regulating the reception, storage and removal of goods within and from the premises of the Board, and for declaring the procedure to be followed for taking charge of goods which have been damaged before landing or are alleged to have been so damaged;"

In my view, the language of section 65(1)(d) of the Ports Ordinance is wide enough to enable by-laws 32 and 34 to be made by the Singapore Harbour Board.

However, in view of the opinions I have expressed on the other aspects of this case, the plaintiffs' claim must be dismissed with costs.

The plaintiffs appealed to the Court of Appeal which delivered the following judgment:

Wee Chong Jin C.J., (delivering the judgment of the court): This is an appeal by the plaintiffs, Wing Tai Garment Manufactory (Singapore) Ltd., from the judgment of Tan Ah Tah J. dismissing the plaintiffs' claim against the defendants for damages for conversion of 32 cases of textiles valued at $40,046.63. The facts are as follows.

The plaintiffs purchased from Japanese suppliers textiles which were shipped from Japan in a vessel "Yamaki Maru" packed in 50 cases under two bills of lading issued "to order". One bill of lading covered 18 cases and the other covered 32 cases.

The "Yamaki Maru" arrived at Singapore on 17th October 1967 and all the 50 cases were completely discharged into the defendants' godown No. 8/9 on 19th October 1967. The defendants (hereinafter called "the authority") are a body corporate established under section 4 of the Port of Singapore Authority Ordinance 1963 (now re-intituled "Port of Singapore Authority Act"). Between 19th October 1967 and 30th October 1967, 48 out of the 50 cases were removed by the authority from godown No. 8/9 to godown K, another godown of the authority. The reason for this was probably because godown No. 8/9, which is said to be a "transit godown", was congested. Godown K is described sometimes as a "dual purpose godown", sometimes as a "cheap rate godown" and is sometimes used as a "back-up" godown for the transit godowns. In the present case godown K was used as a back-up godown for the 48 cases moved into it from godown No. 8/9 between 19th October 1967 and 31st October 1967.

It appears that the authority has three kinds of godowns, namely "transit", "back-up" and "warehouse storage" or "cheap rate" godowns. "Transit" godowns are the godowns into which goods off-loaded from vessels are stored; "back-up" godowns are those godowns which are situated immediately behind the transit godowns or are godowns which are converted for use as back-up godowns when the transit godowns are congested; and "cheap rate" or "storage warehouse" godowns are those godowns where goods are stored at the request of consignees at a cheaper rate than the rates the authority charges for storage of goods which have been off-loaded from ships and before their delivery to consignees.

On 30th October 1967 the plaintiffs wrote a letter to the authority requesting the authority to store the 50 cases in "your cheap rate godown". This letter and two delivery orders issued by the Singapore agents of the "Yamaki Maru" were delivered by hand by a clerk of the plaintiffs' to Mr. Choo Wee Liang, the assistant traffic superintendent, storage section of the authority. Mr. Choo informed the plaintiffs' clerk that the application was accepted and in due course a document known as a "storage order" came into existence prepared by the authority's employees. It is common ground that this document evidences that the 50 cases were, from 31st October 1967, stored at godown K.

On 9th November 1967, the same clerk of the plaintiffs' handed a letter dated the same day addressed to the traffic officer of the authority which is in the following terms:—

"*Re:* 18 cases HR525 Cotton Dyed Poplin from Japan ex. "Yamaki Maru" arr'd 20-10-1967

The above mentioned goods are stored at your Board's cheap rate godown.

We hereby authorise the Bearer to take delivery of same. The shipping mark of these goods is as below:—

T H SINGAPORE MADE IN JAPAN C/No. 195-212. (18 cases)	)	handwritten, printed or brush on.

Please debit our account with all charges incurred herein. Thank you and obliged.

Yours faithfully,
WING TAI GARMENT MFTY (S) LTD.
Sd: Illegible
NE CHEN DUEN,
Director."

This letter was handed to a clerk of the authority at godown K and as a result of the letter, the plaintiffs obtained delivery of 18 out of the 50 cases stored at godown K. The remaining 32 cases were never delivered by the authority to the plaintiffs, it being agreed that they were stolen from godown K while they were still in the custody of or under the control of the authority.

The authority does not charge for storage of goods discharged from vessels and placed in its godowns for delivery if consignees take delivery within 72 hours after their discharge from the vessel but if consignees fail to take delivery within the 72-hour period then they are charged at the rate of 40 cents per ton for the first week commencing from the time when the entire cargo intended for Singapore is discharged from the vessel, $1.40 per ton for the second week, $8.90 per ton for the third week and an additional $7.50 per ton for each succeeding week.

In the present case, the authority charged the plaintiffs at the above rates but with effect from 31st October 1967, at the rate of 40 cents per ton, which is the rate the authority charges for goods stored in its "warehouse storage" or "cheap rate" godowns. The authority also charged the plaintiffs at the rate of $3.25 per ton for removing the 50 cases from transit godown No. 8/9 to warehouse storage godown K.

At the trial, it was common ground between the parties that until the plaintiffs' application for the goods to be stored in the authority's "cheap rate" godown was accepted by the authority on 31st October 1967, the goods were held by the authority for the purpose of delivery within the meaning of section 88 of the Port of Singapore Authority Ordinance 1963 the material provisions of which read as follows: —

"88.(1) The Authority and any person duly authorised by it shall, in respect of any goods other than transhipment goods deposited with or placed in the custody or control of the Authority for the purpose of shipment or delivery, be deemed to be the agent of the owner of the vessel loading or discharging such goods irrespective of whosoever pays or is liable to pay any rates in respect of such goods.

(2) Neither the Authority nor any person duly authorised by it shall, in acting as an agent under the provisions of subsection (1) of this section, be liable —

(a) either in damages or in any respect for any loss caused to any person by reason of short delivery of any goods deposited with or placed in the custody or control of the Authority or any failure by the Authority to deliver or account for the same; or..."

It was also not in dispute, on the authority of *K. Chellaram & Sons Ltd.* v. *Nissho Shipping Co. Ltd. and Port of Singapore Authority*,[1] that the legal effect of section 88 is to absolve the authority from any liability for any loss caused to the plaintiffs by reason of any failure by the authority to deliver or account for the goods deposited with or placed in its custody or control for the purpose of delivery. It was also not in dispute on the authority of *Chellaram's* case that if the 50 cases were stolen before 31st October 1967 the plaintiffs had no claim in damages against the authority.

The crucial issue at the trial was whether or not there had been a notional delivery of all the goods to the plaintiffs by the authority's acceptance of the plaintiffs' application to store the goods in the authority's "cheap rate" godown, *i.e.* at the rate of 40 cents per ton.

At the trial the plaintiffs' executive vice-president admitted that the plaintiffs had no storage space in their factory for the goods and that the purpose of the application by the letter of 30th October 1967 was to obtain storage space in one of the authority's godowns at a cheaper rate. The plaintiffs' secretary also stated that when the letter of 30th October was sent it was not their intention to take delivery of the goods which were not immediately required for production and that they did not have enough storage space in their factory.

At the conclusion of the trial, the trial judge dismissed the action on the ground that there had been no delivery, notional or otherwise, of the 32 cases which were the subject matter of the action. The trial judge held that it was a case where delivery was postponed because of the lack of storage space on the plaintiffs' premises and that the 32 cases remained in the custody of the authority for the purpose of delivery even when they were removed to godown K.

Before us, counsel for the plaintiffs contends that the trial judge ought to have found, on the evidence before him, that there had been a notional delivery by the authority to the plaintiffs when the authority accepted the plaintiffs' application to store the goods in a "cheap rate" godown. It is contended that having regard to the authority's acceptance of the plaintiffs' application, the issue of the "storage order" and the charging of removal expenses by the authority, the trial judge was wrong in finding that there had not been a notional delivery of the goods by the authority to the plaintiffs.

We are unable to accept this contention as there was plainly evidence to support the trial judge's finding on this issue. In our opinion the trial judge was entitled on the evidence not to draw the inference that there had been a notional delivery particularly where such an inference would result in the authority being found to have agreed to store the goods at a rate far less than the rate applicable before its acceptance of the plaintiffs' application contained in the letter of the 30th October 1967.

It is also contended that in law the authority had custody of the goods from 31st October 1967 as bailees *per se* to the plaintiffs because there was an

attornment by the authority to the plaintiffs of the goods. In our opinion the question whether or not there is an attornment is a question of fact and in the present case it is implicit from the trial judge's findings of fact that he was of the opinion that there had been no attornment. We are of the same opinion.

It follows that when the 32 cases were stolen from Godown K where they were eventually stored, these goods were in the custody or control of the authority for the purpose of delivery and the authority by virtue of the provisions of section 88 are absolved from liability for the loss caused to the plaintiffs.

We accordingly dismiss the appeal with costs.

Appeal dismissed.

Solicitors: *G. Murugaiyan; Rodyk & Davidson.*

PHUAH JEE SUAN v. NILA VASU PILLAI

[O.C.J. (Wee Chong Jin C.J.) March 17, 1972]

[Singapore — Suit No. 2082 of 1970]

Damages — Personal injuries — Quantum — Assessment — Whether court may add 20% to award owing to increase in cost of living — Whether there is a discernible trend of a 20% increase in awards.

The plaintiff suffered multiple injuries as a result of a road accident. Although the defendant entered appearance, no defence was filed as negligence was admitted. Thereupon the plaintiff entered judgment for damages to be assessed. In the event the deputy registrar awarded general damages at $24,000 plus 20% *i.e.* $28,800. and it was common ground that the 20% represented his acceptance of a submission made by counsel for the plaintiff that recently the High Court has made awards which represented an increase of 20% as compared to awards for comparable injuries made in earlier years and that a discernible trend of a 20% increase in awards could be seen from recent awards of the court. On appeal,

Held: (1) the basis adopted by the deputy registrar in assessing general damages was wrong in principle. The well known and long established principles which govern a court in assessing general damages for injuries sustained by a plaintiff arising out of the negligence of a defendant are still applicable and they do not permit a court to arrive at an amount it would award and then to add a percentage increase on to it because of, say, an increase in the cost of living;

(2) in this case general damages of $24,000 as estimated by the deputy registrar was not so inadequate as to justify the court to interfere with it.

[Editorial Note: See also the decision of the Federal Court of Malaysia in *Mahamad bin Mahamad Said* v. *Perianayagam* [1972] 1 M.L.J. 67 and a comment thereon at p. xxix.]

CIVIL SUIT.

H. E. Cashin for the plaintiff.

Yap Tyou Min for the defendant.

Wee Chong Jin C.J.: The plaintiff, a pedestrian, was run into and knocked down by a lorry driven by the defendant and suffered injuries. She sued the defendant for damages. Although the defendant entered an appearance, no defence was filed as negligence was admitted. Thereupon the plaintiff entered judgment for damages to be assessed.

The hearing on the question of damages came before the Deputy Registrar who, after hearing the evidence of the plaintiff and a specialist doctor, assessed the "general damages at $24,000 plus 20% (28,800)" and the special damages at $1,100. The defendant appealed against the Deputy Registrar's assessment of the general damages.

The facts before the Deputy Registrar were these. The plaintiff at the date of the accident was a student at the University of Singapore. The injuries she sustained as a result of the accident were the following: —

1) Extensive abrasion at the back, multiple scattered abrasions over Lt. cheek, Lt. chest, abdomen, Lt. upper arm and Lt. leg;
2) two lacerations each 1" long over the Lt. forehead and Lt. eyelid;
3) haematoma 2" diameter over Lt. side of occiput;
4) lacerations of Rt. and Lt. lobes of liver with 500 c.c. of blood in the peritoneal cavity;
5) fractures of 3rd and 4th ribs on the Rt. side and 1st, 6th, 7th, 8th and 9th ribs on the Lt. side. Both clavicles were also fractured;
6) Lt. haemothorax which was treated by aspiration.

She was in hospital from 1st to 22nd October 1969 and according to a medical report dated 15th June 1970 of the specialist who gave evidence before the deputy registrar, she had "a stormy convalescence" but made a remarkable recovery from the extensive injuries she sustained. At the date of this report she complained of numbness of her forehead, itchiness over the scars of her right shoulder and abdomen and prominence of her fractured clavicles and the report went on to say that the numbness over the forehead would be permanent, the prominence of the fractured clavicles would be permanent and the itchiness over the scars of her abdomen and right shoulder was due to keloid formations which though unsightly should not be operated upon as they would be likely to recur after surgery.

While in hospital she was operated on every night to suture lacerations and the haemothorax had to be aspirated four times. The plaintiff who used to go water-skiing before the accident cannot now wear a netted costume as the abdominal scars would show. She has a permanent lump on the forehead with a scar which hurts when the teeth of a comb touches it.

Counsel for the plaintiff submitted before the deputy registrar that the injuries should be assessed separately and that a proper assessment for the fractures of the ribs should be $7,000, for the clavicles $3,000 to $4,000, for the head injury $1,000 to $1,500, for the liver injury $4,000, for the haemothorax $2,000 to $3,000 and for the residual scars $8,000 to $10,000.

In the event the deputy registrar, as earlier stated, awarded general damages at $24,000 plus 20% *i.e.* $28,800 and it is common ground that the 20% re-